

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WISCONSIN

DRM, INC.,

Plaintiff,

v.

Case No. 14-cv-754

BLM LAND, LLC,

Defendant.

DEFENDANT'S PROPOSED SPECIAL VERDICTS

NOW COMES Defendant, BLM Land, LLC, by and through its undersigned counsel, and submits its proposed Special Verdicts.

LIABILITY

QUESTION NO. 1. Did DRM and BLM reach agreement as to the scope of the use restriction contained in the Lease and the Declaration of Restrictive Covenant incorporated into the Lease?

ANSWER: _____ (Yes or No)

If your answer is Yes, then proceed to the next question.

If your answer is No, then proceed to Question No. 6.

QUESTION NO. 2. Mark the statement that reflects the agreement reached by DRM and BLM regarding the use restriction:

A. _____ No concept that prepares and serves hot or cold sliced or chopped meats or deli-style or sub-style sandwiches.

B. _____ No concept that prepares and serves hot or cold sliced or chopped meats in deli-style or sub-style sandwiches.

If you marked "A" then proceed to the next question.

If you marked "B" then proceed to Question No. 6.

QUESTION NO. 3. Did BLM breach the terms of the Lease and the Declaration of Restrictive Covenant incorporated into the Lease?

ANSWER: _____ (Yes or No)

If your answer is Yes, then proceed to the next question.

If your answer is No, then proceed to Question No. 6.

QUESTION NO. 4. Did DRM waive any breach by BLM?

ANSWER: _____ (Yes or No)

If your answer is Yes, then proceed to Question No. 6.

If your answer is No, then proceed to the next question.

QUESTION NO. 5. Was the breach by BLM a proximate cause of damages to DRM?

ANSWER: _____ (Yes or No)

If your answer is Yes, then proceed to the next question.

If your answer is NO, then proceed to Question No. 6.

QUESTION NO. 6. Did BLM have a contractual relationship with Johnson Bank?

ANSWER: _____ (Yes or No)

If your answer is Yes, then proceed to the next question.

If your answer is No, then you are finished. Do not answer any additional questions.

QUESTION NO. 7. Did DRM interfere with that contractual relationship by sending its October 1, 2014 letter to Johnson Bank?

ANSWER: _____ (Yes or No)

If your answer is Yes, then proceed to the next question.

If your answer is No, then you are finished. Do not answer any additional questions.

QUESTION NO. 8. Was DRM's interference intentional?

ANSWER: _____ (Yes or No)

If your answer is Yes, then proceed to the next question.

If your answer is No, then you are finished. Do not answer any additional questions.

QUESTION NO. 9. Was DRM privileged or justified to interfere?

ANSWER: _____ (Yes or No)

If your answer is Yes, then you are finished. Do not answer any additional questions.

If your answer is No, then proceed to the next question.

QUESTION NO. 10. Did DRM's interference cause damages to BLM?

ANSWER: _____ (Yes or No)

If your answer is Yes, then you are finished. Do not answer any additional questions.

If your answer is No, then you are finished. Do not answer any additional questions.

Jury Foreperson

DAMAGES

QUESTION NO. 1: What amount of money would compensate DRM for the damages caused by BLM's breach of the Lease and the Declaration of Restrictive Covenant incorporated into the Lease?

\$_____

QUESTION NO. 2. What amount of money would compensate BLM for the damages caused by DRM's interference with BLM's relationship with Johnson Bank?

\$_____

Jury Foreperson

Dated this 24th day of April, 2015.

s/ Lori M. Lubinsky
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